

**Global 5000  
Binder Agreement**

This Binder Agreement (this "Agreement") is made this 15<sup>th</sup> day of June, 2012 by and between Middle Bay Trade, Ltd, a Seychelles corporation, having its principal office and place of business at 12914 The Reef, Atlantis Paradise Island, Nassau, Bahamas ("Buyer"), NetJets Sales, Inc., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882 ("NJS"), NetJets Aviation, Inc., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, Ohio 43219-1882, ("NJA") and NetJets Services, Inc., a Delaware corporation, having its principal office and place of business at 4111 Bridgeway Avenue, Columbus, OH 43219-1882 ("Services").

**Background**

2

1. Whereas, Buyer wishes to purchase a 6.25% undivided interest in one new Global 5000 aircraft (the "Global Interest") for the purchase price of \$2,734,375.00 from NJS.
2. Whereas, NJS does not anticipate the Global Interest will be available until the first quarter of the year 2013.
3. Whereas, NJS will lease to Buyer a 6.25% undivided interest in one Gulfstream IV-SP aircraft until such time that the Global Interest is delivered to Buyer.

**Agreement**

1. **Deposit.** Within 10 days of the Effective Date, Buyer agrees to pay NJS a non-refundable deposit of \$100,000.00 toward the purchase price of the Global Interest (the "Deposit").
2. **Interim Lease.** Within 30 days of the Effective Date, Buyer agrees to execute the necessary interim lease documents and close on the lease of a 6.25% undivided interest in Gulfstream IV-SP or other mutually acceptable aircraft.
3. **Progress Payment.** NJS will provide notice to Buyer of the anticipated delivery date of the Global Interest (the "Anticipated Delivery Date") at least one hundred and eighty (180) days prior to such Anticipated Delivery Date. Buyer agrees to pay NJS an additional non-refundable payment of \$273,438 (the "Progress Payment") no later than ninety (90) days prior March 1, 2013.
4. **Global Agreement.** Buyer agrees to execute the necessary Global Interest agreements for the purchase and management of the Global Interest (collectively, the "Operative Documents") and advance to NJS the remainder of the Purchase Price (the "Remainder Payment") prior to March 1, 2013..
5. **Global Delivery.** Upon the delivery of the Global Interest to Buyer, the interim lease shall terminate and Buyer will begin paying accordance with the Operative Documents.
6. **Trust.** This Agreement is contingent upon Buyer creating a trust to hold title to the Aircraft to satisfy Federal Regulations.

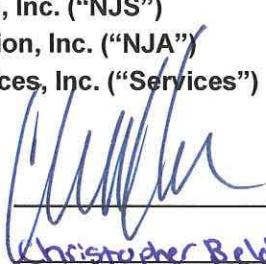
This Agreement is governed by the laws of the State of Ohio, without regard to conflicts of law principles, and any disputes arising under the Agreement shall be brought exclusively in an appropriate court of competent jurisdiction located in Franklin County, Ohio (if the action is brought in state court) or in the United States District Court for the Southern District of Ohio (if the action is brought in federal court).. This Agreement shall not be assigned by either party without the prior written consent of the other party.

**NetJets Sales, Inc. ("NJS")**

**NetJets Aviation, Inc. ("NJA")**

**NetJets Services, Inc. ("Services")**

Signature:



Name:

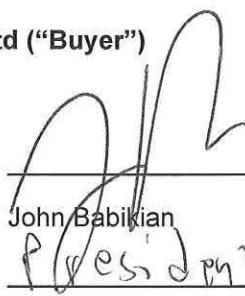
Christopher Belcher

Title:

Assistant Secretary

**Middle Bay Trade, Ltd ("Buyer")**

Signature:



Name:

John Babikian

Title:

PRESIDENT